

(c) We must approve the following aspects of your hog production operation at the commencement of this Agreement and any changes you make to these aspects:

(1) A genetic program capable of producing lean, uniform sorted hogs that consistently meet our requirements; and

(2) Facilities to farrow and finish hogs year round and/or sources of weanling and feeder pigs.

(d) All hogs delivered by you under this Agreement must be as follows:

(1) Top quality, healthy and wholesome, free of foreign objects (e.g., needles) and weigh at least two hundred twenty-five (225) pounds;

(2) Not crippled, lame, sick, overfilled or otherwise unmerchantable at time of delivery;

(3) Uniform in size and numbers, and derived from approved facilities and sources;

(4) Handled by you and transporters in such a manner so as to optimize meat quality; and

(5) Supervised by a licensed veterinarian and in compliance with any applicable drug use requirements and withdrawal procedures.

(e) You agree to deliver hogs under this Agreement by:

(1) Arranging transportation and incurring freight costs to deliver the hogs to our slaughter plant identified in paragraph 4(a) above;

(2) Delivering the hogs to any other slaughter plant designated by us, in which case we will pay you for additional freight costs incurred by such delivery pursuant to our then current standard livestock freight schedule; and

(3) Arranging delivery with our Hog Procurement personnel **by Thursday** of the week prior to delivery, with specific delivery days and times to be determined by us (**early, late, Sunday and holiday deliveries may be required**). Time is of the essence in the delivery of hogs under this Agreement.

(f) You agree to the following:

(1) To maintain certification at Level III of the Pork Quality Assurance Program, a HACCP program of America's Pork Producers, or the highest Level of such PQA Program established in the future within two months of the Program change establishing such Level;

(2) To comply with any HACCP program established by us, and any change in such a program, within two months of the establishment of the program or the change; and

(3) To allow us to inspect your hogs and facilities during normal business hours on reasonable notice to you.